

By accessing ELSO's discussion board and website, you agree to be bound by ELSO's terms of use and other policies as set forth at <https://www.else.org/AboutUs/ELSOPolicies.aspx> as well as the following additional disclaimers and terms of use. Policies and disclaimers may be amended as needed. If you do not agree with these Terms, your sole recourse is to not use ELSO's discussion board and website.

## **Disclaimers**

As the premier organization serving institutions delivering extracorporeal life support across the globe, ELSO is offering its discussion board to Members as a means by which to facilitate more timely, broad communications among ELSO members to share learnings in real-time in an effort to improve management of COVID-19 patients.

THE CONTENT OF THE DISCUSSION BOARD IS PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS, NOR SHOULD IT BE CONSIDERED A SUBSTITUTE FOR, PROFESSIONAL MEDICAL ADVICE. THE COMMUNICATIONS SHARED ON THE DISCUSSION BOARD DO NOT IN ANY WAY AMOUNT TO, OR COMPLY WITH STANDARDS FOR THE CONDUCT OF CLINICAL TRIALS AND IS NOT SHARED IN THE CONTEXT OF A STUDY OR PROTOCOL. THE INFORMATION CONTAINED HEREIN DOES NOT CONSTITUTE AN OPINION OR RECOMMENDATION BY ELSO AND IS NEITHER INTENDED TO DICTATE WHAT CONSTITUTES REASONABLE, APPROPRIATE OR BEST CARE FOR ANY GIVEN HEALTH ISSUE, NOR IS IT INTENDED TO BE USED AS A SUBSTITUTE FOR THE INDEPENDENT JUDGMENT OF A PHYSICIAN. THE VERY NATURE OF THIS DISCUSSION BOARD PRECLUDES ELSO FROM REVIEWING OR WARRANTING THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THIS DISCUSSION BOARD CONTENTS, AND IT HEREBY DISCLAIMS ALL WARRANTIES. NOTHING IN THE DISCUSSION BOARD IS OR SHOULD BE CONSIDERED THE PROMOTION OF A PRODUCT OR A CLAIM TO CURE, TREAT OR PREVENT A SERIOUS DISEASES LIKE COVID-19. RATHER, THE CONTENT OF THIS DISCUSSION BOARD IS MERELY A CONDUIT TO HELP FACILITATE COMMUNICATIONS AMONG USERS. FURTHER, WE ASK THAT YOU MAINTAIN PRIVACY OF THIS INFORMATION FOR YOUR OWN USE UNTIL SUCH TIME AS OFFICIAL RECOMMENDATIONS ARE RELEASED TO THE PUBLIC.

## **DOMESTIC USE: EXPORT RESTRICTION**

We control the Site from our offices within the United States of America. We make no representation that the Site or its content are appropriate or available for use in other locations. Users who access the Site from outside the United States of America do so on their own initiative and must bear all responsibility for compliance with local laws, if applicable. Further, the United States export control laws prohibit the export of certain technical data and software to certain territories. No content from the Site may be downloaded in violation of United States law.

## **HIPAA DISCLAIMER**

Further, ELSO is not covered by and therefore, is not compliant with, the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and related regulations nor the equivalents of such regulations applicable outside of the US.

You are solely responsible for any applicable compliance with all laws governing the privacy and security of personal data, including medical or other sensitive data.

You acknowledge that the Site may not be appropriate for the storage or control of access to sensitive data, such as medical or health information and “protected health information” (also known as PHI) as defined under HIPAA.

DRAFT